

Executed in 7 Counterparts of
which this is Counterpart No. 6

RECORDED NO. 5814 Filed & Recorded

FEB 1 - 1975 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of February 1, 1975, by and between

FIRST NATIONAL CITY BANK, a national banking association duly incorporated and existing under the laws of the United States of America (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, (the "Company"), party of the second part;

W I T N E S S E T H That:

WHEREAS, by agreement dated as of September 15, 1970, as amended, (the "Agreement"), between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 6 OF 1970; and

WHEREAS, by the Agreement the Trustee did let and lease unto the Company certain railroad equipment as defined in the Agreement (the "Equipment") for a term as set forth in the Agreement, all upon such terms and conditions as therein specified; and

WHEREAS, in Section 4.9 of the Agreement, it is provided that in the event any units of the Equipment become unsuitable in any respect for the use of the Company and the Company shall have paid to the Trustee the selling price or Fair Value, as defined in the Agreement, of such units, then upon the filing with the Trustee of the appropriate documents, any monies paid to the Trustee pursuant to said Section 4.9 or Section 4.7 of the Agreement may be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid requirements of Section 4.9 of the Agreement now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee under the Agreement, one (1) new 100-ton 2100 cu. ft. capacity Aggregate Hopper Car bearing road number 103901 (the "Additional Equipment");

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all of its right, title, and interest under the contract for the acquisition of the Additional

Equipment, and the Trustee does hereby let and lease the Additional Equipment to the Company for the remainder of the lease term as set forth in the Agreement, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

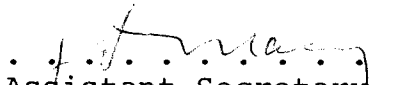
AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

FIRST NATIONAL CITY BANK,
By

ATTEST:



~~Assistant Secretary~~
Assistant Cashier


~~Vice President~~
TRUST OFFICER

SOUTHERN RAILWAY COMPANY,
By

ATTEST:


Assistant Secretary



Vice President

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 7th day of February, 1975, before me personally appeared E. J. Jaworski, to me personally known, who, being by me duly sworn, says that he is a TRUST OFFICER of FIRST NATIONAL CITY BANK, that (Title) one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


JOHN A. G. SULLIVAN
Notary Public in and for the State of New York
My Comm. Expires March 30, 1976
One of the Notary Publics of the County of New York
Cert. filed in New York County
Term Expires March 30, 1976

DISTRICT OF COLUMBIA.

On this 18th day of February, 1975, before me personally appeared K. A. STOECKER, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


JOHN A. G. SULLIVAN
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